

BOEING

May 13, 1992

Donald W. Smith
Airport Manager
King County International Airport
7233 Perimeter Road
P. O. Box 80245
Seattle, WA 98108


Re: Airport Fire Training Area

Dear Mr. Smith:

Please find enclosed a draft of the Agreement for Site Access which is intended to allow Boeing to proceed with remediation in the Fire Training Area. Please note that the indemnity in paragraph 7 still needs internal Boeing review, but is identical to language previously approved in connection with access to conduct sampling at the Fire Training Area.

Please contact me at your earliest convenience so that this project may proceed in the near future.

Very truly yours,


Taryn M. McCain
Attorney

AGREEMENT FOR SITE ACCESS

This Agreement is made this ____ day of _____, 1993 between King County International Airport ("Airport") and The Boeing Company ("Boeing") (collectively the "parties").

RECITALS:

- A. An area at the northwest end of the Airport Property has been used in the past for fire fighter training. The approximate location of this area is shown in Exhibit A (the "Fire Pit Area").
- B. Pursuant to the parties' July 27, 1992 Agreement for Site Access, Boeing conducted an environmental investigation of the Fire Pit Area.
- C. Boeing now desires access for performing remediation of the Fire Pit Area. Boeing shall utilize the services of one or more contractors (collectively, the "Contractor") for performing such work.
- D. The Airport desires to have Boeing conduct remediation of the Fire Pit Area as described in the Work Plan attached hereto.

In consideration of the mutual covenants and agreements herein, including the provision to the Airport of the investigation results, the Airport and Boeing agree as follows:

AGREEMENT

1. Access to Airport Property. The Airport hereby gives Boeing and its Contractor access to the Fire Pit Area, using the access route depicted on Exhibit A, for the purpose of performing the remediation described in Exhibit B (the "Work"). Such access shall include, without limiting the foregoing, ingress and egress across Airport property and in the Fire Pit Area to perform such activities, as well as the temporary use of the Fire Pit Area to perform the Work. Boeing will give the Airport three days notice

before beginning Work at the Fire Pit Area.

2. Work Plans. The "Work Plan" dated December 2, 1992 and "Remedial Action Plan" dated May 9, 1993 (collectively referred to herein as the "Work Plan"), attached as Exhibit B, describe the Work to be conducted and the approximate time frame for on-site activities. If Boeing determines that Work additional to or different from that described in Exhibit B is appropriate, Exhibit B will be modified or supplemented if the change to the existing Work Plan is substantial. Such modified Work Plan will be provided to the Airport for concurrence that the Work Plan is acceptable as modified. To maintain flexibility for such matters as field and laboratory decisions, the Work Plan need not be modified for minor changes or additions.

3. Compliance with Applicable Laws. Boeing will be conducting the remediation as an independent cleanup action under the Washington Model Toxics Control Act regulations, Chapter 173-340 WAC. Boeing shall at all times conduct the Work authorized hereunder in accordance with any and all applicable statutes, orders, rules and regulations. Within 90 days after the completion of the Work, Boeing will submit a report of the independent cleanup action to the Washington Department of Ecology pursuant to WAC 173-340-300(4), and will provide the Airport with a copy thereof. If Boeing discovers other information which it believes must be reported by law, Boeing will provide the Airport with a copy of the information reported.

4. Contractor. As of the date hereof, Boeing contemplates utilizing the services of RCI Environmental Inc. as its "Contractor" to perform the Work in the Fire Pit Area. Boeing shall notify the Airport of any other Contractor(s) who will be performing any portion of the Work in the Fire Pit Area.

5. Boeing's Use of the Property. Boeing shall exercise its rights under this Agreement and shall assure that the Work is performed so as to minimize and avoid, to the extent reasonably practicable, interference with operations at the Airport. The Airport agrees that it will coordinate with Boeing to assure that Boeing is aware of the Airport's operational constraints. The Airport retains both the right and obligation to assure compliance with operational requirements imposed on the Airport by regulatory authorities (e.g., by the Federal Aviation Administration).

The parties contemplate that the Work in the Fire Pit Area will involve various activities as described in the Work Plan, including excavation of soils and removal of an underground storage tank. The parties also contemplate that Boeing or its Contractor will recycle and/or dispose of excavated materials offsite, as necessary, and in such case, the Airport releases title to such excavated materials. After completion of the Work, Boeing agrees to conduct the site restoration activities described in the Work Plan.

6. Sampling and Sampling Results. The Airport shall be provided with notice of the time for planned sampling, and shall have the opportunity to take split samples if it so desires. Boeing and Contractor shall provide the Airport with the results of sampling conducted in the performance of the Work under this Agreement. If the Airport elects to take split samples, it agrees to provide Boeing with a copy of any test results therefrom.

7. Indemnity. Boeing agrees to defend, indemnify and hold harmless the Airport, its officers, agents and employees from and against any claim or liability for injury to or death of any person, or loss of or damage to any property, or other loss or damage, to the extent such claim or liability arises as a result of the presence or activities of Boeing or any Contractor of Boeing at the Fire Pit Area pursuant to this access agreement, or is otherwise related to or arises from activities conducted by Boeing or any Contractor of Boeing pursuant to this access agreement; provided, that Boeing shall not be responsible to the Airport for any claim or liability to the extent such claim or liability is caused by the acts or omissions of the Airport, its officers, agents or employees. The Airport will give Boeing reasonable notice of any known claim which falls within the scope of this paragraph. The Airport will cooperate with Boeing in the defense of any such claim or liability.

8. Term. The term this Agreement shall expire six months from the date first written above, unless earlier extended by the parties in writing.

9. Notice. Notices relating to the matters covered by this Agreement shall be given in writing as follows:

To County:

Don Smith, Manager
King County International Airport
P.O. Box 80245
Seattle, WA 98108

To Boeing:

Paul J. Johansen
The Boeing Company
P.O. Box 3707, M/S 7E-EJ
Seattle, WA 98124-2207

Notices shall be deemed effective (a) if mailed, upon the third day following deposit thereof in the United States, mail, postage prepaid, or (b) if otherwise given, upon delivery thereof. Either party may change the address to which notices may be given by giving notice as above provided.

10. Exhibits. All exhibits identified in this Agreement are attached hereto and, by this reference, are made a part of this Agreement.

EXECUTED as of the date first written above.

King County International Airport
The Boeing Company

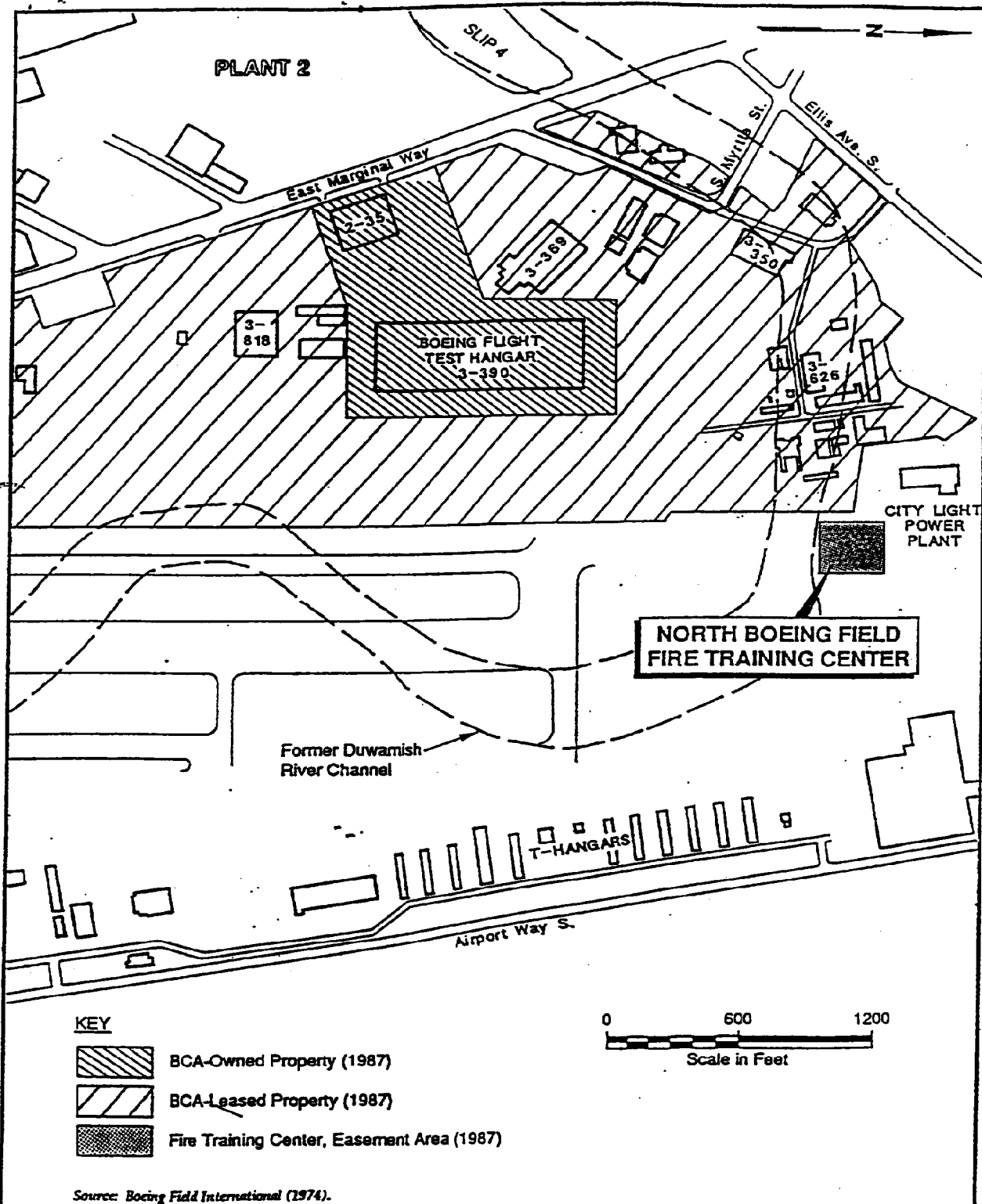
By: _____

By: _____

Don Smith, Manager

Title: _____

25-66.10 Boeing E/M/ing Co. Airport/NBF Fire Training Center/Site Characterization Study/Work Plan 5902 DRAFT



Location Map
North Boeing Field Fire Training Center

Exhibit A

